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POL  
6930

LABOR RELATIONS CONTRACT

between the

CITY OF SCHENECTADY, NEW YORK

and the

SCHENECTADY POLICE BENEVOLENT ASSOCIATION

for the period

JANUARY 1, 1997 - DECEMBER 31, 1999 ~~2005~~

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

147

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## NOTICE

**"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."**

## **ARTICLE I**

### **AGREEMENT**

THIS AGREEMENT entered into on this 6 day of April, 1999 between the City of Schenectady, a New York Municipal Corporation, (hereinafter referred to as the "Employer" or the "City"), and the Schenectady Police Benevolent Association, a labor organization existing under the laws of the State of New York, (hereinafter referred to as the "Association").

## **ARTICLE II**

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Schenectady, in its capacity as an Employer, the Employees, the Association, and the people of the City of Schenectady, in accord with the intent of the Public Employees Fair Employment Act of 1967.

The parties recognize that the interest of the community and the job security for the employees depend upon the Employer's success in establishing proper services to the community.

To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

## **ARTICLE III**

### **DEFINITIONS**

- A. "Association" means the Schenectady Police Benevolent Association.
- B. "Member" or "Employee" means a person employed by the Police Department of the City of Schenectady as a police officer, excluding the Police Chief and Assistant Chiefs.
- C. "Service" or "Length of Service" shall include service with the Police Department of the City of Schenectady.
- D. "Department" means the Schenectady Police Department.
- E. "Employer" means the Schenectady Police Department or the City of Schenectady.
- F. "Chief" means the Chief of Police.
- G. "Immediate Supervisor" means the immediate supervising officer of the member claiming grievance.
- H. "Commanding Officer" means officer in charge of unit.

I. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering working conditions applicable to the members of the Department and shall include all the provisions of this Agreement..

J. "Association Officer" refers to officers or representatives of the Association.

K. "Executive Board" means the appointed members and the elected officers of the Association, as defined in the Association By-Laws.

L. "Grievance Committee" means a committee designated by the Association to review, screen and adjust grievances presented by employees.

M. "Representative" means one or more officers or members of the Association authorized to represent its members in the adjustment of grievances or other matters affecting the employees.

N. "Safety Committee" means a committee appointed by the President of the Association with the approval of the Executive Board whose duties will be to investigate the complaint of any police officer that equipment he is required to use is inadequate or unsafe, and to certify the condition of such equipment to the Association and the Chief of Police.

O. "Special Courses" means courses given by outside institutions or organizations and taken by officers on their own time and at their own expense.

#### **ARTICLE IV**

##### **RECOGNITION OF THE ASSOCIATION**

Pursuant to and in accordance with all applicable provisions of the Public Employees Fair Employment Act of 1967, (Section 200, et. seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment of all employees of the Police Department for the term of this Agreement.

#### **ARTICLE V**

##### **DUES CHECK-OFF**

The Employer agrees to deduct from the wages of any employee who is a member of the Association, all membership dues as provided in a written authorization executed by the employee.

Such deductions will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Association. Each employee and the Association hereby authorize the City to rely upon and to honor

certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues.

Employees who are, or become, members of the Association and who execute dues deduction authorizations may terminate such authorizations upon 30 days' written notice to the City and Association.

## **ARTICLE VI**

### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. The Association recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

B. The Department has the right to schedule statutorily permitted overtime work as required in a manner most advantageous to the Department and consistent with the requirements of municipal employment and the public safety. However, all overtime shall be equally distributed on a rotating basis using seniority as the criteria.

C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

D. The Department reserves the right to discipline and discharge for just cause. The Department reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the Department; or when such continuation of work would be wasteful and unproductive. The Department shall have the right to determine reasonable schedules of work and to establish the methods and process by which such work is performed. The Mayor will provide the Association with a current certified Table of Organization. The Mayor will notify the Association, in writing, of any proposed change in said Table of Organization five (5) days prior to said change. Any change in the Table of Organization shall not become effective until the Association has received written notice and been given an opportunity to discuss the same with the Mayor.

E. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the statutory authority conferred on City Officials.

F. It is agreed by the City, the Department and the Association that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Department and to establish policies and regulations that will insure such equality to opportunity, consideration and treatment of all members employed by the Department in all phases of the employment process.

G. Except where expressly limited by a specific provision of this contract, the Mayor, acting through appropriate officials, shall have the sole and exclusive right to direct and manage the Department of Police,



including, but not limited to, the following rights: To determine the size, composition, and organization of the Department and any sub-units therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and work schedules; to determine what work is to be performed by the Department, its place of performance, and who is to perform it; to determine the assignments and job duties; to determine the Rules and Regulations governing the Department; to determine what training or instructional programs are necessary; to determine the methods, means, equipment and personnel by which any and all departmental operations are to be conducted; to determine reasonable standards of performance; and to determine practices and procedures for the efficient, disciplined and orderly operations of the Department; and, from time to time to change any or all of the above determinations and to exercise any other powers which by statute he may have.

It is further intended that this Agreement shall supplement any applicable rule or regulation promulgated by the heads of the Department.

H. The City will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this contract.

1. No official or agent of the City shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest;

2. Initiate, create, dominate, contribute to, or interfere with the formation or administration of any employee organization meeting the requirements of law;

3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization;

4. Discriminate against an employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the labor organization recognized under the terms of this Agreement; or

5. Refuse to meet, negotiate, or confer on proper matters with representatives of the Association as set forth in this Agreement.

## **ARTICLE VII**

### **RIGHTS OF EMPLOYEES**

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

B. The security of the community depends to a great extent on the manner in which police officers perform their duty. Their employment is thus in the nature of a public trust.

C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Chief of Police or the Mayor. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. Unless the exigencies of the investigation dictate otherwise, the interrogation of a member of the force shall be at a reasonable hour and when the member of the force is on duty. When, however, the exigencies of the situation dictate that a member of the force be interrogated when he is not on duty, he shall then be reassigned to a tour of duty covering the period of interrogation.

2. The interrogation shall take place at a location designated by the investigating officers. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. The addresses of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

5. The member of the force shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

6. The complete interrogation of the member of the force shall be recorded mechanically or by a Department stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

7. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the Supreme Court of the United States.

8. In all cases, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Procedures. Counsel and a representative of the Association may be present during the interrogation of a member of the force.

D. Every employee shall have the right to examine his personnel record in its entirety from time to time, upon giving his superior officer sufficient notice in advance of his desire to do so. If the employee decides that there is material in the record which has improperly been placed therein, or which is of an unjustified derogatory nature, he may file a grievance in relation thereto as provided in Article IX.

E. Notification within forty-eight (48) hours shall be given to each employee of any entry added to his personnel file which may have an immediate or future effect of a derogatory nature upon his status, seniority rights, promotional possibilities or relationship with his fellow police officers or superiors.

## **ARTICLE VIII**

### **DISCIPLINARY ACTION**

A. In the event that an investigation results in the institution of disciplinary action, the Association shall be free to participate at all stages of the proceedings if it so elects, and shall be provided with copies of the charges and specifications, recommendations, and decisions.

B. In the event the Association concludes that an employee has been unjustly punished or dismissed by the Mayor, it may appeal such judgment to arbitration as provided below. The Arbitrator shall review the justness of the punishment imposed, upon the record made before the hearing officer. Either party shall be entitled to file briefs with the Arbitrator.

C. No new testimony or evidence shall be received by the Arbitrator. If the Arbitrator decides that new evidence or testimony should be heard, he shall refer the case back to the Mayor. If the Arbitrator decides that the determination was erroneous or that the punishment imposed was unduly harsh or severe under all the

circumstances, he may modify the finding and punishment accordingly. Nothing herein contained shall be deemed to limit the rights of the employee provided for in Article 5 of the Civil Service Law.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

A. Every employee of the Department shall have the right to present grievances in accordance with the procedure provided herein.

B. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

C. Immediate supervisors and commanding officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.

D. Grievances shall be processed according to the following procedure:

Step 1-a: An employee who believes he has been dealt with unjustly or believes that any provision of this Agreement has not been applied or interpreted properly may discuss his complaint with his immediate supervisor, with or without the presence of an Association representative. Presentation of the grievance at this step shall take place within thirty (30) days of the incident complained of or within thirty (30) days of the date when the employee would have reasonably become aware of the complaint. However, the thirty (30) day period will be extended for any period of time the employee is absent from work for any contractually valid reason. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his representative before any discussion takes place with the supervisor. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with the representative. Within five (5) calendar days of presentation of the complaint at this step, the supervisor shall prepare a brief summary of the grievance and its disposition and provide a copy thereof to the Association, provided that such summary and disposition at this level shall not be a binding precedent in other or similar cases.

Step 1-b: If the matter is not satisfactorily settled, a grievance may be submitted within ten (10) calendar days of receipt of the supervisor's written answer. The employee or the Association shall submit the grievance in writing to the immediate supervisor. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the grievants claim have been violated. The supervisor's answer shall set

forth the facts he took into account in answering the grievance. His written answer shall be presented to the employee and the Association within five (5) calendar days after receipt. Acceptance or rejection of the supervisor's answer will be written on the grievance form by the Association representative.

Step 2: If not satisfactorily settled, the grievance shall be referred to the Grievance Committee of the Association which may appeal it to the Chief of Police within ten (10) calendar days of receipt of the supervisor's answer. A meeting between the Chief and/or his designated representatives and the Grievance Committee shall be held within seven (7) calendar days after referral to the Chief, to discuss the grievance. If not satisfactorily adjusted at this meeting, the Chief shall give his written answer within ten (10) calendar days of the meeting.

Step 3: In the event the grievance is not settled satisfactorily within the Department, the employee or Association may appeal the same to the Mayor within ten (10) calendar days of receipt of the Chief's answer. The Mayor shall hear and investigate the grievance and shall notify the employee and the Association of his decision within ten (10) calendar days of receipt of the appeal.

E. Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of the Association Officers; provided, however, that the Employer has given the Association officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Association.

F. An employee and his representative shall have such time off from their regular duties as may be necessary for the presentation of a grievance, without loss of pay or time credits.

G. Grievances affecting a large number of employees may be treated as policy grievances and entered at the third step of the grievance procedure by the Association, within thirty (30) days of the incident complained of or within thirty (30) days of the date when the Association would have reasonably become aware of the complaint. However, the thirty (30) days period will be extended for any period of time the Association President is absent from work for any contractual reason.

H. The failure to process any grievance in accordance with the time limit heretofore stated for any step shall constitute a contractual bar to processing the claimed grievance and it shall be deemed waived and abandoned.

I. Failure of the designated employer representative to respond to a grievance in the manner prescribed within the time limit stated, at any step, shall entitle the grievant to proceed to the next step. However, such failure to respond shall not start the time running within which the grievant must proceed to the next step.

J. A grievance deemed waived or abandoned pursuant to Paragraph H shall not be a binding precedent to the granting or denial of any other grievance.

K. The resolution or adjustment of a grievance at any level shall be a matter of written record with copies furnished to the Association, the grievant, and the City.

## **ARTICLE X**

### **ARBITRATION**

Any unresolved grievance having been processed fully through the last step of the grievance procedure may be submitted to arbitration by either party in accordance with the following:

A. The proceeding may be initiated by serving upon the other party, and by filing with the New York State Public Employment Relations Board, a notice of arbitration within thirty (30) days of the receipt of the Mayor's answer. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the provision of the Agreement involved. The notice of arbitration filed with the New York State Public Employment Relations Board shall be accompanied by a request for a list of Arbitrators from a panel of Arbitrators maintained by that Board.

Upon receipt of the list of Arbitrators, each party shall designate by number the person it desires to arbitrate the dispute. If the parties cannot agree upon an Arbitrator, they shall so notify the New York State Public Employment Relations Board who will then appoint the Arbitrator to hear the dispute. The fees and expenses of the Arbitrator shall be borne equally between the parties.

B. The Arbitrator shall have broad powers to hear and determine the issues presented. He shall not be limited to the evidence submitted at the grievance meetings and may hear such additional evidence as either party desires to submit. The Arbitrator may also call upon any City Official or Agency to provide evidence or material necessary to resolve the grievance.

C. The decision of the Arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state, and the opposite party is bound to agree, that the award shall not be a binding precedent in like or analogous situations pending at that time.

D. There shall be no appeal from the decision of the Arbitrator if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all bargaining unit employees, and on the City.

## **ARTICLE XI**

### **WAGES AND OTHER ECONOMIC PROVISIONS**

1. The wages or salary scale for members of the Department, including in-grade annual increments, if any, and longevity allowance shall be as set forth in Appendix A attached hereto and made a part hereof.

A. Academy Rate: The Academy Rate shall not apply to new hires during any time they are engaged in actual police duties or field training in the Department.

B. Canine Officer. The differential for the Police Officer(s) who is responsible for maintaining a canine shall be in lieu of all other forms or manner of compensation for maintaining the canine while the Police Officer(s) is in off-duty status.

2. Longevity: Employees entitled to longevity payments shall receive said payment separately from payment of weekly wages or any other payments due, on or before the fifteenth (15) day of June of each calendar year in which payment is due.

3. Compensation For Out-of-Grade-Work: A member of the Department who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank for all time so employed.

4. Overtime and Call-Back: Any police officer holding the rank of Lieutenant or lower and working in excess of eight (8) hours on any one tour of duty shall be paid for all such additional time spent, at one and one-half (1.50) times the officer's regular hourly rate, as computed on the basis of the officer's annual salary plus longevity allowance, divided by two thousand. The employee may elect to take compensatory time (C.T.) in lieu of a cash payment. Such time shall also be computed on the basis of one and one-half (1.50) hours for each hour of overtime worked. Members may accumulate up to a maximum of 480 hours of compensatory time.

Members who separate from service with compensatory time in their account shall be carried on the payroll (for the purpose of liquidating compensatory time only) until all compensatory time has been liquidated through the weekly payroll system. If the employee dies while in service, the employee's estate shall receive the cash value of the compensatory time.

An employee shall be free to use his compensatory time on any day or dates he elects to do so and such election may not be denied by his superior officers, provided that the employee makes such election at least eight hours prior to the tour for which it is requested.

Employees electing to take compensatory time in lieu of cash payment for overtime earned shall be restricted as follows:

A. At the time of filing the overtime card, the election stated thereon shall be irrevocable.

B. On said overtime card, the employee may elect to take up to two-thirds (2/3) of the overtime earned in compensatory time. While the employee may elect to take less than two-thirds (2/3) of the premium earned in time, no employee shall be entitled to more than two-thirds (2/3) overtime earned in compensatory time.

C. An employee shall be free to use his compensatory time on any day or dates he elects to do so in accordance with paragraph (i) below, and such election may not be denied by his superior officers, provided that the employee makes such election at least eight hours prior to the tour of duty for which it is requested. Said prior notice shall be waived by the superior officer in case of personal emergency.

(i) Compensatory time may be limited to 50% of the regularly scheduled patrol officers on a platoon, excluding supervisors. This provision may be terminated by the City on or after December 31, 1995, if platoon strengths fall below Department minimums. The PBA may arbitrate the reasonableness of the City's actions. But in no event shall less than four (4) such officers be entitled to use of compensatory time on the first or second platoons and no less than five (5) on the third platoon.

D. Any employee so electing shall not take less than 4 hours on any one occasion.

E. If such election results in hiring a replacement, the employee selected shall be of equal rank.

F. Any employee hired on or after June 24, 1997 shall be entitled to use compensatory time off in accordance with the following schedule.

1st year of employment - no limit  
2nd year of employment - 200 hour cap  
3rd year of employment - 160 hour cap  
4th year of employment - 120 hour cap  
5th year of employment - 100 hour cap

Call Backs: Police officers who are called back for any reason when off duty shall be paid for such time as if performing overtime work. However, a minimum of pay for four hours (or six hours compensatory time) shall be allowed for each call-back.

Call-back to duty shall mean not only a recall to active duty within the Department, but a requirement of the officer to physically report, or to appear or give testimony before a grand jury, any recognized court, or any recognized Departmental or Agency hearing which may compel his attendance either by subpoena or by direction of his superior officer. Members subpoenaed by the PBA to testify in proceedings brought by the PBA against the City shall not be entitled to call-back pay hereunder.



**Tour Extensions:** The City may extend tours for each platoon up to ten (10) times per year upon ten (10) days' notice to the affected employees. The tour extension can occur at either end of the shift for up to a maximum of two (2) hours each. Tour extensions pursuant to this provision shall not be permitted on Christmas, New Year's Eve, Thanksgiving, Easter or July 4<sup>th</sup>. Officers shall be excused from a tour extension in the event of a personal or family emergency or compensatory time dropped prior to the tour extension notification.

**Holdover:** The City may holdover each platoon (or any part thereof) for a maximum of five (5) times per calendar year. The holdover will be staffed by seniority on a voluntary basis unless an insufficient number of officers agree to the holdover, in which case, the holdover will be staffed by using inverse seniority. Compensatory time dropped prior to the designation of a holdover will be honored and personal emergencies will cause the officer to be excused from holdover duty. Holdovers will be allowed in circumstances which are conditions precedent to a Section 971 (Unconsolidated Laws of New York) emergency.

5. **Uniforms:** Police Officers hired on or after January 1, 1978 shall be fully equipped with all necessary uniforms and other equipment at the expense of the City. In the event the City decides to change the style or color of uniforms worn by Police Officers, the City will supply such new uniforms at its own expense. The City shall replace clothing destroyed in the course of duty, damaged or lost, at its expense for employees from the commencement of employment until completion of the first year of employment.

6. **Pensions:** Pursuant to the provisions of Section 384-d of the Retirement and Social Security Law, the City will provide a non-contributory retirement plan for members of the Department whereby they can elect to retire after twenty (20) years of service.

The City will also provide at its own cost, the "improved career retirement plan" referred to in Section 375-1 of the New York State Retirement and Social Security Law.

Pursuant to the provision of Section 302.9(d) of the New York State Retirement and Social Security Law, the City will provide retirement benefits based upon the average earnings during the twelve (12) month period prior to the retirement.

The City will also make available to the employees herein covered the benefits provided for under the Retirement and Social Security Law, Section 302, subdivision 31(2) consisting of World War II military service credit.

7. **Holidays:** All members of the Police Department shall, unless they may be required to work, be given the following holidays with full pay.

- |                                  |                      |
|----------------------------------|----------------------|
| 1. New Year's Day                | 7. Labor Day         |
| 2. Martin Luther King's Birthday | 8. Columbus Day      |
| 3. Lincoln's Birthday            | 9. Election Day      |
| 4. Washington's Birthday         | 10. Veteran's Day    |
| 5. Memorial Day                  | 11. Thanksgiving Day |
| 6. Independence Day              | 12. Christmas Day    |

Police Officers required to work on any of the aforementioned holidays shall be paid for such time in accordance with the provisions of Article XI, Section 4.

In addition, all Police Officers working in platoons on a shift basis, whose regular tour of duty may require them to work on holidays and weekends, will be paid an additional twelve (12) days pay.

The additional day added to the holiday pay is in lieu of the former provision in Article XII, Section 3 which provided that if a holiday occurred while an employee is on vacation, he could add one additional day to the vacation period. Pay for such days shall be based upon the 2000 multiple formula. Such additional holiday pay will apply only to those Police Officers who work on the above basis at least eleven (11) months of the year. For Police Officers working less than eleven (11) months, the additional days pay shall be reduced by one day for each whole month that such Police Officer did not work in a platoon on a shift basis with a regular tour of duty requiring him to work on holidays and weekends.

All payment for holidays in the period of December 25 of any one year to the following December 25 shall be accumulated and shall be paid in the first pay period in December of each year and shall be separate and apart from the regular pay for that period, except for employees who retire who will be paid all accumulated holiday earnings prior to retirement.

8. Veteran's Day: In order to comply with the provisions of Section 63 of the Public Officers Law, the following procedure is hereby mutually adopted:

The Police Chief shall prepare and maintain a list of all police officers who are veterans as that term is defined in the above statute.

Such veterans, who under normal scheduling would be required to work during the twenty-four (24) hour period on the days designated as Memorial Day and/or Veterans Day shall be granted a leave of absence from duty with full pay.

If it is determined that such leave may create problems in the necessary manning of the Department, off-duty non-veterans shall be recalled to duty.

If it is further determined that there is an insufficient number of non-veteran police officers available for recall, and that as a matter of public safety it will be necessary for some veterans to be required to work on such holidays, those employees so required to report for duty shall be allowed a leave of absence for an equivalent number of hours on another regularly scheduled work day.

## **ARTICLE XII**

### **HOURS OF EMPLOYMENT, VACATIONS, SICK LEAVE, LEAVES OF ABSENCE, ETC.**

1. Hours of Employment: The basic work week for all members of the Department shall be forty (40) hours. In view of the requirement that the City be protected twenty-four (24) hours per day, seven (7) days per week, the Department shall schedule assignments and tours of duty to provide maximum coverage with a minimum of inconvenience to personnel. Effective January 1, 1995, the duty schedule for Police Officers in the Patrol Division was modified to an eight hour and twenty minute workday based upon a six on/three off and five on/two off rotation. It is acknowledged that the schedules and tours of duty for the Investigators, Sergeants and Lieutenants were modified prior to the execution of this Agreement. The schedules and tours of duty presently in effect shall remain unchanged during the term of this Agreement unless modified by the mutual consent of the parties.

2. Sick Leave: The present policy of allowing unlimited leave for illness of a member shall be continued without change as regulated by Article XIII Section 13-3-A of the Departmental Duties and Rules of Conduct of the Police Department incorporated herein by agreement and attached as Appendix B.

Any employee who is absent due to approved illness shall retain his employment status and duty assignment until such time as he is able to return to his regular work.

3. Vacation: All members of the Department shall be entitled to a vacation consisting of twenty-eight (28) working days to be scheduled in accordance with the present Departmental procedure.

Any employee hired on or after January 1, 1980 shall be entitled to vacation in accordance with the following schedule:

- 1<sup>st</sup> year of employment - 10 working days.
- 2<sup>nd</sup> year of employment - 15 working days.
- 3<sup>rd</sup> year of employment - 15 working days.
- 4<sup>th</sup> year of employment - 20 working days.
- 5<sup>th</sup> year of employment - 28 working days.

Any employee hired after December 31, 1996, will accumulate a maximum of 27 days in their fifth year of employment.

Any employee hired on or after June 24, 1997 shall be entitled to vacation in accordance with the following schedule.

1st year of employment	- 7 days
2nd year of employment	- 10 days
3rd year of employment	- 15 days
4th year of employment	- 20 days
5th year of employment	- 25 days
and thereafter	- 25 days

In the year that an employee is first appointed to the Department, he shall be credited, on December 31<sup>st</sup>, with the pro-rata share of the full vacation period noted hereinabove based on the number of months worked in said year; this vacation shall be scheduled in accordance with the Department procedure in the following year. However, an employee who for any reason terminates his employment prior to December 31<sup>st</sup> of the year of employment shall be paid the pro-rata share for the months of employment actually worked. Similarly, in an employee's final year of employment, he shall receive pay for the pro-rata share of the full vacation period noted hereinabove based on the number of months worked in a said final year. Provided that if an employee served fifteen (15) days or less in his first or last month of employment, then that month will not count in computing earned vacation time; conversely, if an employee serves more than fifteen (15) days in his first or last month of employment, that month will count in computing earned vacation time. All vacation pay shall be based on the formula set forth in Article XI, Section 4.

Any member entitled to vacation benefits who shall resign or have his employment terminated with or without cause shall not forfeit his right to vacation time, and if the time may not be allotted in calendar days, he shall be paid the equivalent of that number of days. Any member of the Department entitled to vacation benefits who may die prior to his receipt of said benefits for any year shall have an amount equivalent to his pay for those days paid to his next-of-kin or estate.

Any member entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as he is physically capable of returning to active duty, or until the end of the current calendar year, whichever occurs earlier.

Vacation shall be scheduled within the unit or platoon by order of seniority.

Any police officer who has a minimum of ten (10) years seniority, may at one time and in one year only, during the remainder of his tenure with the Police Department elect to work during the period normally scheduled as his vacation in which event he shall be paid double time for such period (that is vacation leave pay plus straight time pay for working).

Effective January 1, 1995, the member(s) of the Canine Unit may bid all or some of his vacation at the beginning of the year with the rest of the Department, from within the Canine Unit separately. Vacation which is not bid in this manner may be taken as unscheduled vacation subject to the predetermined need for the K-9 Unit and, provided that at least five (5) days notice is given. In the event that there is more than one canine officer in the Department, vacation schedules shall be made to provide that at least one canine officer is available for duty during the vacation time of the other canine officer(s).

Effective January 1, 1998, the "present departmental procedure" referred to in the first paragraph of this Section 3 is modified as follows:

A. The vacation schedule for the Patrol Division, per platoon, shall be 3 slots when platoon strength is 23 members or less, 4 slots when platoon strength is 24 to 30 members, and 5 slots when platoon strength is 31 or more members. Platoon strength numbers shall mean members assigned to the patrol division, police officer rank, excluding K-9 and DARE officers. Such platoon strength numbers shall mean positions budgeted by the City for the Department's Table of Organization, in Patrol, not the actual number of members assigned, except that positions held by members not working in their assignments due to long terms disabilities shall be excluded upon mutual agreement of the parties.

B. The vacation schedule for supervisors in the ISB shall be limited to one vacation slot per platoon.

C. The vacation schedule for supervisors in the Traffic Division shall be limited to one vacation slot per platoon.

D. The vacation schedule for Sergeants in the Field Services Bureau shall be limited to one vacation slot per platoon for a maximum of two (2) men per vacation slot with no days in common.

E. The vacation schedule in Planning and Research shall be limited to one vacation slot.

F. The above restrictions on the number of vacation slots for supervisors are subject to renegotiation in the event current staffing levels are modified by the Department.

G. Members assigned to the Patrol Division, police officer rank, shall be entitled to select vacation days for a maximum of 2 members per vacation slot with no common days.

H. Sergeants in all units other than Patrol, and all Lieutenants shall be entitled to select any vacation days, subject to approval by their superior, upon providing 48 hours notice of request.

1. Each member of the Department shall be allowed 72 hours from the time of notification by the Department to make his selections on the vacation schedule. Platoon commanders may grant reasonable extensions of the 72 hour period, in their discretion.

4. Personal Leave: Each member of the Department shall be granted a maximum of three (3) days with pay each year for personal leave for the following reasons:

1. Religious observances.
2. Doctors or dental appointments.
3. Marriages or births.
4. All other legal or personal affairs that must take place during working hours.
5. Leave due to death in family.

The above days shall be granted without the need for explanation, provided the employee certifies that he does not intend to use said leave for the purpose of outside employment. The employee may not use less than four (4) hours on any one occasion.

If a replacement is hired for the person on leave, the employee selected shall be of equal rank.

In addition, any member of the Department shall be granted a maximum of five (5) days with pay due to death in his immediate family. The term "immediate family" shall apply to spouse, natural, foster, or step-parents, child, brother or sister, father-in-law or mother-in-law, grandfather or grandmother, or grandchild, or any relative residing in the household. However, such leave shall be without pay for any day which is not a regularly scheduled work day to arrange for or to attend the funeral and burial.

5. Leaves of Absence: Leaves of absence shall be granted upon request, subject to the prior need to maintain a full and efficient staff to man the Department. All requests for leave of absence for a period in excess of ten (10) days must have prior approval of the Chief of Police and the Mayor.

In determining preference between employees who request leave for the same period, the Department shall take into consideration the necessity for the absence, and the seniority of the employee. Subject to applicable law, no other criteria shall be employed.

6. Leaves of Absence For Association Representatives: The President of the Association or a person designated to act in his absence or incapacity, shall be allowed release time with pay to prepare for and participate in all functions relative to the operations of this agreement including but not limited to negotiations, adjustment of grievances and arbitrations. They will also be given leave with pay to attend union and executive board meetings.

All other officers, representatives or delegates shall be allowed release time with pay to prepare for and participate in negotiations, adjustments of grievances, arbitrations and other functions relative to the operation of

this Agreement, provided that they document the time taken and the nature of the business engaged in. Such documentation shall be submitted to the department head and verified by the president on the appropriate form. They shall also be given leave with pay to attend union and executive board meetings to be similarly documented. In no event shall more than four (4) persons be allowed paid leave at one time, under this paragraph except in the instance of union and executive board meetings.

The paid release time provided hereinabove is limited to three hundred ninety (390) man days in any one year.

Paid leave to participate in and attend conferences and conventions of affiliated associations and organizations shall be granted to association officers, representatives and delegates but shall be limited to four hundred eighty (480) man hours in any one year and similarly documented.

Insofar as feasible, an employee desiring time off for attendance at meetings, conferences, or conventions will notify his superior officer sufficiently in advance to permit proper scheduling of duties.

### **ARTICLE XIII**

#### **INSURANCE AND RELATED BENEFITS**

1. All members of the Department shall be covered for death benefits as provided for in Section 208-B of the General Municipal Law.

2. The City, at its own expense, shall provide hospitalization and major medical insurance with coverage equivalent to the plan presently in effect for each member of the Department and his family, and for retired members and their families. Effective January 1, 1995, the Mohawk Valley Plan, Co-Pay 10 and CHP Co-Pay 7, shall be provided by the City as alternative health insurance coverage thereunder.

3. The City, at its own expense, shall provide dental insurance with coverage equivalent to the plan presently in effect for each member of the Department and his family. The plan presently in effect is supplied by Blue Shield. Effective January 1, 1980, Rider B shall be added to the above plan.

Employees hired on or after January 1, 1980 shall contribute a portion of the cost of the above health and dental insurance in the following ratio:

	City	Employee
1 <sup>st</sup> year of employment	50%	50%
2 <sup>nd</sup> year of employment	60%	40%
3 <sup>rd</sup> year of employment	70%	30%
4 <sup>th</sup> year of employment	80%	20%
5 <sup>th</sup> year of employment		

and thereafter                      100%                      0%

For employees hired after January 1, 1995, the above schedule shall be modified as follows:

	<u>City</u>	<u>Employee</u>
1st through 4th year of employment:	same as above	
5 <sup>th</sup> year of employment	90%	10%
6 <sup>th</sup> year of employment and thereafter	100%	0%

The City will continue to provide said dental insurance coverage (for members and their families) only to those employees who have retired since April 1, 1976, and who hereinafter may retire.

Health Insurance Buy-out: Effective January 1, 1995, members of the Department who opt not to be covered by the health insurance program will receive thirty-five percent (35%) of the reduced cost to the City as a result of the member opting out of the health insurance plan, which payments shall be made on a prorated basis quarterly throughout the year. Proof of coverage through another health insurance program will be required of an officer electing to take this benefit. If the member's alternative coverage is terminated, he shall be entitled to coverage under this Article. Additionally, members shall be entitled to coverage under this Article upon opting in at the annual window period. A Waiver/Buy-out Form is attached hereto as Appendix "C".

4. Life Insurance: The City will at its own expense, provide to each police officer the following term life insurance coverage:

- (a) \$10,000.00 on the life of each employee;
- (b) \$5,000.00 on the life of the spouse of each employee;
- (c) \$1,000.00 on the life of each child of each employee six months of age or older;
- (d) \$100.00 on the life of each child of each employee until such attains the age of six months.

In addition to the foregoing, such policy of insurance shall contain a provision for twenty-four (24) hour accidental death and dismemberment benefits, so that any police officer who dies as the result of an accident shall be deemed covered for a total amount equal to three times the amount set forth in (a) above.

#### ARTICLE XIV

##### SENIORITY

A. Seniority shall be determined by the employee's length of service as a police officer in the Department. In determining the order of seniority between the members who join the Department or are promoted on the same date, seniority shall be determined among them by the order of their civil service mark. In the event of equal marks, seniority shall be determined by chance.



In the event an employee is not available to sign the Civil Service book on the date of his appointment or promotion due to a duty-connected disability or illness, his position shall be preserved for all purposes.

Time spent in the armed forces or military leave of absence, and other authorized leaves not to exceed one year, and time lost because of duty-connected disability shall be included as service in the Department.

B. An up-to-date seniority list showing the names, length of service dates, and departmental assignments and rank shall be furnished to the Association every six (6) months. A copy of the list shall be maintained for inspection by members.

C. An employee shall forfeit his seniority rights only for the following reasons:

1. He resigns;
2. He is dismissed and is not reinstated;
3. He retires on regular service retirement.

D. The City is in accord with the principle that seniority should be the major factor in filling work assignments by superior officers, unless the senior employee is not qualified to perform the duties required.

Provided that if he so requests, the senior officer shall be given an on-the-job training course in said duties and, if he fails to qualify for the job within a reasonable period, he may then be passed over. The determination of qualification after the training period shall be made by the Mayor or his designee. However, it is recognized that the public safety must not be jeopardized through artificial constraints resulting from the application of the principle of strict seniority.

E. Re-Bids: Staffing of bid assignments shall be honored unless the Platoon Commander or his designee determines not to staff the assignment for that particular tour of duty, consistent with command orders under the direction of the Bureau Commander. Criteria for decision to re-bid assignments will be when the platoon operates with less than nine (9) patrol assignments after call back (patrol assignments for purposes of this section includes traffic, but excludes turnkey, canine, walking post and report taker). When one or more assignments are not staffed on a tour, then the officers present on that tour will re-bid their assignment that day based upon seniority. The City will be limited to twenty-five (25) times per platoon per calendar year.

F. The choice of vacations shall be by seniority consistent with the efficient operation of the Department. Employees within separate units shall draw vacation assignments among themselves.

G. In the event it becomes necessary to reduce the police force, Departmental seniority shall govern layoffs and recalls, and the employee lowest on the seniority list shall be the first laid off, and the last to be recalled.

H. In determining preference for the purposes of selection of vacations, assignments, or promotions, seniority within rank shall control.

## **ARTICLE XV**

### **PROFESSIONAL TRAINING AND IMPROVEMENT COURSES**

The City and the Association are in agreement that it is to the best interest of the administration of the Department that as many employees as possible participate in professional, education, and training courses whenever the same are available. In order to facilitate the availability of such courses to the personnel of the Department, the following are hereby adopted:

The City may change a member's tour of duty in order for a member to attend training under Sections 1, 2, 4 and 5 herein.

Members may be assigned to training on their regular day(s) off upon 7 day's notice by the Department and shall be entitled to select an alternate day or days off, at their option, within the 14 day period commencing with the date of notification, within the discretion of the Department. In the event the member is not granted his selected time off, the time shall be credited to him as "training days". Use of training days off shall be granted upon 8 hours notice to the Department. Such training days shall not be paid out to the member in cash.

1. The Department shall post on bulletin boards located at Police Headquarters, announcements of all courses to be given which are either compulsory for a segment of the staff, are pre-requisites to promotion or improved assignment, or may be optional for the purpose of improving the professional standing of the officer or the Department. All eligible staff members shall have an opportunity to bid for the pre-requisite and optional courses. In the event that there are more bids than openings available, the senior personnel, qualified under objective standards, will be given the preference subject to any special requirements by the institution giving the course.

2. Compulsory Courses: The City shall arrange all compulsory courses and training programs in such a manner so that any police officer required to complete such course or participate in such training program shall be able to do so during his regularly scheduled tour of duty, if possible, or shall be compensated accordingly.

3. Optional Courses: Any police officer attending an optional educational course related to the furtherance of his proficiency as a police officer with Departmental approval shall, upon successful completion thereof and presentation of evidence of such completion, be reimbursed by the City for 50% of the cost of the tuition and other expenses advanced by him in the taking of such course.

4. **Pre-requisite Courses:** Whenever a course is given which is a pre-requisite for promotion or for improved or advantageous assignment, the timing of such course shall be so arranged as to permit all interested personnel to register and complete the same in sufficient time to become a candidate for the position.

5. **Special Courses:** Whenever a special course is announced by an educational institution which will result in the improvement of the professional capacity of a police officer, the City will arrange to permit as many of the personnel as are interested in attending such course when not on duty and are eligible to do so, keeping in mind the criteria that if only a limited number can attend, seniority shall be the primary requirement for the eligibility insofar as the City is concerned.

## **ARTICLE XVI**

### **TRANSFERS**

1. It is recognized that transfers may be to either a more or less desirable function or position. Therefore, in selecting personnel for transfer the following criteria shall be applied:

A. The Department may transfer any employee to a position less desirable than the one he formerly occupied in an emergency situation. However, such emergency shall not continue for more than one week unless the employee voluntarily agrees to continue to perform the duties for a position for a longer period of time. If it is necessary to fill the position for an extended period of time, the officer with the least seniority shall be selected.

B. Vacancies to preferable assignments shall be posted immediately and all police officers desiring to be transferred to such assignments shall submit their written request therefor to the Chief of the Department. The Department shall prepare a list of such applicants, and appointments thereto shall be made by seniority unless the assignments require special qualifications which the senior applicant is not eligible to meet. Any officer who is bypassed in selection for such assignment shall be advised of the reason therefor, and may, if he believes the Department to be in error, file a grievance with the Association and the Department concerning the same.

C. If the Department decides to create a new work assignment or other civil service position, the criteria therefor shall be discussed with the Association before the establishment thereof. In filling such position, the provisions of Section B above shall apply.

## **ARTICLE XVII**

### **NEWLY CREATED AND VACANT POSITIONS**

Newly created and vacant positions shall be filled from Civil Service lists immediately. However, nothing contained herein shall limit the authority of the City to create new positions or to abolish existing positions.

If the Department decides to create a new position, the criteria therefor shall be discussed with the Association and a civil service examination shall be held to establish an eligibility list for the same. If it is necessary that the position be filled temporarily until the list is propounded, the Department shall post the position and eligible candidates shall apply for the temporary job. The person filling the job temporarily shall be paid at the rate that the permanent position will pay.

Every applicant for such newly created position, or for promotion, must be eligible for appointment within six months of the date of the examination before he shall be permitted to take the examination.

### **ARTICLE XVIII**

#### **MISCELLANEOUS PROVISIONS**

1. Since all police officers are presumed to be subject to duty twenty-four hours per day, any action taken by a member of the force on his time off, which would have been appropriate if taken by an officer on active duty if present or available, shall be considered police action and the employee shall have all the rights and benefits concerning such action as if he were then on active duty.

2. The City of Schenectady hereby adopts Sections 50-j and 50-j(6) of the General Municipal Law and rescinds the applicability of Chapter 87 of the City Code as to the members of the P.B.A. bargaining unit. The determination of whether any member of the Schenectady Police Department was guilty of willful misconduct or properly discharged his or her duties within the scope of his or her employment, as such is referred to in Sections 50-j and 50-j(6) of the General Municipal Law and any defense, indemnification or conflict determinations, shall be made in accordance with the following procedure:

A. The Corporation Counsel shall meet with any member of the Schenectady Police Department named in a civil claim for damages arising out of an incident related to his service with the Department within ten (10) business days after: (a) the City is served with a Notice of Claim, or (b) the City is served with a Summons or Summons and Complaint, naming an individual officer as a defendant, or (c) a Schenectady Police Officer is served with a Summons or Summons and Complaint and timely delivers same to the Corporation Counsel. The officer has the obligation to make himself available on reasonable notice and to fully cooperate with the interview and investigation.

B. The Corporation Counsel shall review any investigation made by the Police Department and any investigation made by the Corporation Counsel's office (whether by in-house or retained private investigators). The Corporation Counsel shall also consider all relevant submissions of the police officer in support of his or her

position. The officer shall have the right to be represented in his interview with the Corporation Counsel by a representative and/or attorney of his or her own choosing, at his or her own expense.

C. The Corporation Counsel shall review the evidence submitted to him and make a determination within ten (10) business days of his interview of the officer. The Corporation Counsel may extend the time for making his determination by securing an extension of time for the parties to Answer or appear in the action, but such extension shall not exceed twenty (20) days.

D. Once rendered, the determination of the Corporation Counsel shall be final and binding unless: (a) overturned by a court of competent jurisdiction on motion or in a special proceeding or (b) the officer is later found to have induced the determination by fraud, deceit or other material misrepresentation or (c) the officer later fails to cooperate with the defense of the claim or any appeal. Review of any of the determinations made under this Section shall be by motion in a pending proceeding or by Article 78 of the C.P.L.R.

E. In the event that the Corporation Counsel determines that a conflict exists between the City and any of the named officers, then the Corporation Counsel shall provide the officer(s) with a list of attorneys that have agreed to accept such cases at such rates as are established by the Corporation Counsel. The reasonableness of the rate or fees shall be subject to review by a Court of competent jurisdiction in the context of a special proceeding. The Corporation Counsel may determine that one or more officers may be represented by the same attorney. In these conflict cases, the officer is free to choose his own attorney, but the City shall only be responsible for compensation at the established rate. In the event of a conflict between named officers, the Corporation Counsel may choose to represent either officer and provide separate counsel for the other or provide separate counsel for each of the officers.

3. The Department will furnish for the use of the Association, space for bulletin boards in various parts of the Headquarters building, and in other locations where departmental personnel may be stationed.

4. Employees who are required to use their personal automobile for official purposes shall be compensated by the City at the rate of fifteen (15) cents per mile. The City will also provide all necessary insurance coverage for the vehicle during such service or pay a proportionate share of the cost of insurance incurred by the employee.

5. The City will provide each employee a handbook containing the Rules and Regulations of the Department. Copies of this Agreement shall be furnished to the Association in sufficient quantity for distribution to each member and other related uses. Provisions in the Rules and Regulations inconsistent with this Agreement shall be modified accordingly.

6. The Safety Committee of the Association shall be free to inspect any equipment used by Department personnel, and advise the Chief of Police of any faulty equipment found. The Committee, or any police officer, may call to the attention of the platoon commander in charge the fact that certain equipment may be dangerous to use, and the commander shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair. If the platoon commander refuses to take the necessary steps to remedy the situation, he must notify the Safety Committee of his decision within twelve (12) hours after the matter is brought to his attention, in which event the matter shall be laid before the Chief of Police. If the Chief agrees with the platoon commander, he must so advise the committee within twelve (12) hours, and the Association may then present the dispute to the Mayor. Rejection by the Mayor will justify invocation of the arbitration procedure provided in Article X of this Agreement.

Provided, however, that nothing herein contained shall require an employee to endanger his life because of faulty equipment.

7. Insofar as any provision of this Agreement shall conflict with an Ordinance or Resolution of the City, appropriate Council action shall be taken to render such Ordinance or Resolution compatible with this Agreement.

8. Wages, hours and all other conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement, except as modified herein.

9. Residency. Effective January 1, 1995, officers who complete their sixth (6<sup>th</sup>) year of service may relocate their personal residence to a location within twenty (20) miles of Police Headquarters, i.e., officers who were previously restricted to reside within the City of Schenectady may move out of the City so long as their residence is within twenty (20) miles of Police Headquarters.

10. This Agreement shall become effective as of January 1, 1997 and shall terminate as of December 31, 1999, provided that a new contract has been entered into to take effect January 1, 2000. If the parties hereto have failed to agree upon a new contract on or before December 31, 1999, all of the terms and conditions set forth in this Agreement, with any supplements or modifications thereof, shall continue in full force and effect until the date of execution of a new agreement.

Nothing herein contained shall preclude the parties from meeting at any time to renegotiate a part of this Agreement which may require change because of new circumstances or conditions.

11. On or before June 1, 1999, the Union shall present to the Mayor a list of proposals for negotiation for a contract for 2000. The parties shall meet to discuss and negotiate concerning such proposals as soon after June 1, 1999, as may be feasible, and will continue to negotiate until agreement is reached or impasse declared. The parties agree to utilize the facilities of the Public Employment Relations Board whenever necessary to assist them in arriving at a mutually satisfactory Agreement.

12. If an Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and its supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such Article or Section, if legally permissible.

#### **ARTICLE XIX**

##### **DUE PROCESS HEARING (SECTION 73 CIVIL SERVICE LAW)**

If the City desires to terminate the employment rights of any member pursuant to Section 73 of the Civil Service Law, the City shall give notice to the member and to the PBA of its position. The employee or the PBA shall submit a response within ten (10) days of receipt of notice from the City. The City shall reply within ten (10) days of receipt of the response. Any dispute not resolved thereby may be submitted to Arbitration in accordance with Article X of this Agreement.

#### **ARTICLE XX**

##### **PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-c OF THE GENERAL MUNICIPAL LAW**

Section 1. Intent. This procedure is intended to implement the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-c of the General Municipal Law.

Section 2. Notice of Disability or Need for Medical or Hospital Treatment.

a. A police officer who claims a right to benefits under Section 207-c of the General Municipal Law either because of a new illness or injury or the recurrence of a prior illness or injury shall make written notice and application for those benefits within ten (10) days of when the police officer reasonably should have known that the illness or injury would give rise to the claim to the Chief Law Enforcement Officer (hereinafter "CLEO") on the form which is made a part of this procedure.

b. The police officer shall provide authorization for the City to obtain copies of his relevant medical records from his treating physician or other health care provider and the City will provide the police officer, without cost, a copy of the records and reports produced by any physicians or other expert who examined the police officer on behalf of the City. The term "relevant" as used in this section shall be interpreted to mean the result of the case of *Schenectady PBA v. PERB, et al.* which was decided by the New York State Court of Appeals.

Section 3. Status Pending Determination of Eligibility for Benefits. The police officer shall be placed on sick leave pending determination of his eligibility for Section 207-c benefits.

#### Section 4. Recurrences

a. Members shall not be required to submit medical verification from their own doctors to substantiate 207-c recurrences, nor shall they be required to submit the original date of injury when calling into the Department to notify it of the recurrence.

b. When calling in such notification, members shall identify the injury for which a claim of recurrence is being made to the best of their ability, including date of initial injury if known.

c. The notice and application for a recurrence referred to in Section 2.a. above shall be the SPD Sick/Injury Leave Report, SPD #73 filled out by the officer who takes the call upon receipt of notification by members of claims of recurrences.

#### Section 5. Benefit Determinations.

a. The City shall promptly review a police officer's application for Section 207-c benefits and shall determine his eligibility within fifteen (15) working days after the CLEO receives the application.

b. In determining the application, the City may require a more detailed statement from the police officer than that contained on the application. The City may take statements from witnesses and may send the police officer to a physician or physicians of its choice for examination at the City's expense. The City will send members with claims for initial or recurrences to its physician(s) including, but not limited to Dr. Belmonte (AOM) and Ellis Hospital.

c. The determination will be made in writing to the police officer, setting forth the basis for the determination. In the event that the application is denied, the City will simultaneously provide the police officer, without cost, a copy of all information produced or acquired by it in connection with the police officer's application and determination for Section 207-c benefits. The City will continue to provide the officer with additional medical information subsequently produced or required.



d. Upon denial of an initial claim for 207-c or recurrence, the member may provide supporting medical information to the City to support his claim. In the event the member proceeds to arbitration in support of his claim, he shall make his treating physician's report in support of his claim available to the City, with the demand for arbitration or as soon thereafter as possible.

Section 6. Assignment to Light Duty. As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the CLEO or the CLEO's designee, may assign a disabled police officer specified light duties consistent with his/her status as a police officer. The CLEO or the CLEO's designee, prior to making a light duty assignment, shall advise the police officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a police officer may submit to the CLEO or the CLEO's designee, any document or other evidence in regard to the extent of his/her disability. The CLEO or the CLEO's designee may cause a medical examination or examinations of the police officer, to be made at the expense of the Employer. The physician selected, the officer and his/her physician, shall be provided with the list of duties and activities associated with a proposed light duty assignment. The City's physician shall make an initial evaluation as to the ability of the disabled police officer to perform certain duties or activities, given the nature and extent of the disability. If the police officer's physician does not agree that the officer is medically able to perform the light duty assignment, he must express, in writing, those elements of the light duty assignment which the employee cannot perform and the specific medical reasons which preclude the police officer from performing the duties. If there is a disagreement between the City's physician and the police officer's physician as to the police officer's fitness to perform one or more portions of the duties of the light duty assignment, those portions cannot be assigned until the dispute is resolved pursuant to Section 7. It is understood that assignment to light duty is temporary and that a police officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

#### Section 7. Termination of Benefits.

a. Salary payments provided by Section 207-c shall terminate upon the employee being retired pursuant to an accidental disability retirement or a performance of duty disability retirement as set forth in the Retirement and Social Security Law.

b. The City will not discontinue Section 207-c benefits without the consent of the police officer unless the police officer's treating physician certifies that he is medically able to return to work. In the event that the City believes that the benefit should terminate and the police officer does not consent, or his physician does not certify


that he is able to return to work, the City may utilize the provisions of Section 7 in order to receive a determination from the arbitrator regarding the police officer's continued eligibility for benefits.

**Section 8. Dispute Resolution Procedure.** In the event that the City denies an application for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether a police officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The parties shall attempt to mutually agree upon an Arbitrator; however if they are unable to do so within fifteen (15) days of service of the Demand for Arbitration, they shall proceed with the PERB Rules for selection of the Arbitrator. The determination of the arbitrator shall be final and binding on the City and the police officer, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The cost of arbitration shall be borne equally by the City and the PBA. The panel may be changed periodically upon the mutual consent of the parties.

**Section 9.** Consistent with Section 207-c, the City may file an application on the police officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick police officer who is receiving 207-c benefits shall permit reasonable medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF SCHENECTADY

 4-6-99  
Mayor Albert P. Jarczyński

SCHENECTADY POLICE BENEVOLENT  
ASSOCIATION

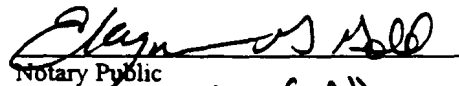
 4-6-99  
Robert J. Hamilton, President

NEGOTIATING COMMITTEE

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STATE OF NEW YORK  
COUNTY OF SCHENECTADY SS.:  
CITY OF SCHENECTADY

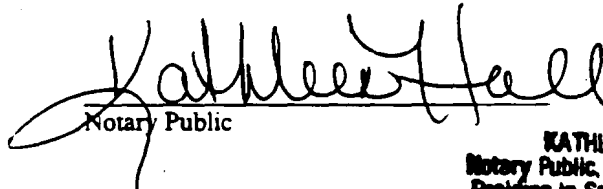
On this 6 day of April, 1999, before me the subscriber, personally appeared Albert P. Jurczynski, to me known who being by me duly sworn, did depose and say that he resides in the City of Schenectady, New York; that he is the Mayor of the City of Schenectady, New York, the Municipal Corporation described in and who executed the foregoing Instrument; that he knows the Seal of the said City of Schenectady; that the Seal affixed to said instrument is such corporate seal; that it was affixed by order of the Council of the City of Schenectady, pursuant to Resolution No. 97-136 duly adopted the 30th day of June, 1997, and that he signed his name thereto by like order.

  
Notary Public

County of Albany; exp 2-23-01

STATE OF NEW YORK  
COUNTY OF SCHENECTADY SS.:  
CITY OF SCHENECTADY

On the 6 day of April, 1999, before me the subscriber, personally appeared Robert J. Hamilton, to me known to be the person described in and who executed the foregoing instrument and they duly acknowledged that they executed the same.

  
Notary Public

KATHLEEN HALL  
Notary Public, State of New York  
Residing in Schenectady County  
My Commission Expires 2-23-01

CERTIFICATION OF CORPORATION COUNSEL

I hereby certify that the person who executed the above instrument on the part of the City of Schenectady had power and authority to make such contract and that the contract is in proper form and properly executed.

Dated: April 6, 1999

  
Corporation Counsel

**APPENDIX "A"**  
**POLICE DEPARTMENT SALARY SCHEDULE**

	<b>1997</b>	<b>1998</b>	<b>1999</b>
Captain	\$53,107	\$56,234	\$59,531
Lieutenant	\$49,173	\$51,591	\$54,119
Supv Sgt	\$46,253	\$48,053	\$49,921
Sergeant	\$45,531	\$47,331	\$49,199
Patrolman Step 5	\$42,158	\$43,423	\$44,726
Patrolman Step 4	\$36,074	\$37,156	\$38,271
Patrolman Step 3	\$32,469	\$33,443	\$34,446
Patrolman Step 2	\$30,061	\$30,963	\$31,892
Patrolman Step 1	\$28,859	\$29,725	\$30,617
Academy	\$23,576	\$24,283	\$25,012

Investigator      \$300.00 above Patrolman  
 Canine Officer    4% Differential

LONGEVITY PAYMENT TO EACH EMPLOYEE SHALL BE PAID UPON COMPLETION OF:

1st year of employment through 4th year	@	2.00% of Base Salary
5th year of employment through 9th year	@	4.25% of Base Salary
10th year of employment through 14th	@	5.25% of Base Salary
15th year of employment through 18th	@	6.25% of Base Salary
19th year of employment and thereafter	@	7.25% of Base Salary

## APPENDIX "B"

### 13.3A – Sick Leave Procedure.

Sick Leave is defined as a leave of absence with pay of unlimited duration as the result of any illness, disease or injury, resulting in a member's inability to perform his normal duties and not causally related to or arising out of his employment with the Police Department.

Effective 12:00 A.M., the 17<sup>th</sup> day of June 1983, the following procedure will govern sick leave for all members of the Department.

All members will be allowed four (4) "call-ins" for non-duty connected illness or injury in one calendar year without the need for certification as hereinafter provided.

A "call-in" is defined as notification by telephone or personal contact, by the member or one of his immediate family, to the desk officer on duty at the time the call or contact is made.

A "call-in" must be made at least two (2) hours prior to the member's scheduled tour of duty.

Any "call-in" in excess of four (4) in a calendar year or any absence, for non-duty connected illness or injury, in excess of three (3) working days will require certification by the police surgeon as to the nature of the illness or injury and the member's resulting inability to perform his regular duties.

A member on sick leave under circumstance requiring certification by the police surgeon shall cooperate with the police surgeon if contacted or visited by him, and if so directed, report to the police surgeon's office for examination. A member shall be deemed to have reported if he shall appear at the police surgeon's office on the date and time designated and remain there for one-half hour, exclusive of examination. In addition, the member shall authorize his personal physician, if any, to release all relevant medical information to the police surgeon on request.

The police surgeon may verify the illness of any member "calling in" regardless of the need for certification and such verification may include directing the member to report to his office.

Unless exempted by the Chief of Police, any member on continuous sick leave for thirty (30) calendar days or more shall be required to submit written certification of his attending physician or the police surgeon, as to the nature of his illness or injury, and his inability to perform his regular duties. Such certification shall be submitted at the end of the first thirty (30) day period thereafter.

In the event of conflicting opinions between a member's personal physician and the police surgeon, the City may elect to have the member examined by another physician of its choosing. For purposes of implementation of these rules, the opinion of the police surgeon shall control.

Prior to returning to duty from an authorized sick leave, a member shall report by telephone or personal contact to the desk officer on duty at the time the call or contact is made. Such call or contact shall be made not more than four (4) or less than two (2) hours prior to the next scheduled tour of duty of the unit to which the member is assigned.

If, upon a member's return to duty from sick leave, the City is of the opinion the member is not fit for duty, they may continue him on sick leave until such time as he is certified as capable of performing his regular duties by the police surgeon.

When a member is on sick leave, he shall not leave his residence or place of confinement without the permission of the police surgeon, or when required to do so for medical treatment. The City may verify compliance with this provision.

Effective for employees hired after January 1, 1995, the following procedure shall apply:

1. During employment years 0 through 15, an employee will be credited with sick leave days at the rate of 15 days per year. Credit will be given on the basis of 1 day per month with 3 additional days credited upon attaining the employee's next anniversary date.

2. After completion of 15 years of service, sick leave days will be credited at the rate of 18 days per year on the basis of 1.5 days per month.

3. An employee will be credited with a catastrophic sick leave bank upon initial employment in the amount of 150 days. The bank will be reduced by 7.5 days on each anniversary date of employment.

4. Catastrophic bank days can only be utilized as follows:

[a] The employee must have incurred an injury resulting in [i] broken bones, [ii] the employee contracts an illness such as cancer or heart disease or undergoes major surgery, [iii] or other significant illness or injury; and for medical reasons the employee is unable to perform his duties for a period of more than 30 consecutive working days. The employee may be examined by a City physician[s] to determine medical inability to perform duties. In the event of a dispute between the employee's doctor and the City doctor, the dispute will be resolved pursuant to Article X of the contract.

[b] An employee must use his own sick leave credits or other leave credits for the first 30 working days of absence. If the employee does not have sufficient leave credits, he will be advanced sick leave credits to the extent necessary to make up the first 30 work days of sick leave for a catastrophic illness or injury.

5. Upon retirement from service as a Schenectady Police Officer, the employee will be paid 25% of the value of the sick leave days earned by the employee and standing to his credit in excess of 120 days and up to 240 days (not including sick leave in the catastrophic bank).

6. The maximum sick leave which may be used by an employee as a result of one continuous absence is one year.

**APPENDIX "C"**

**CITY OF SCHENECTADY**

**Health Insurance Waiver/Application for Spousal Buyout**

Employee Name: \_\_\_\_\_ Employee # \_\_\_\_\_  
Address: \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_  
Dept./Bur. \_\_\_\_\_  
Present City Insurance Plan: \_\_\_\_\_  
Type of Coverage: (Circle one) Single Married Family  
Spouse's Name: \_\_\_\_\_ Employer: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Present Health Insurance Plan: (attach proof of coverage) \_\_\_\_\_  
Type of Coverage: (Circle one) Single Married Family

1. I understand that I am eligible to receive health insurance benefits from the City of Schenectady according to the terms of my Union's contract with the City.
  2. In consideration of the sum of \$ \_\_\_\_\_, to be paid to me in four equal installments, on a quarterly basis, in arrears, I agree to waive any and all rights I may have for health insurance coverage from the City of Schenectady for the calendar year \_\_\_\_\_.
  3. I affirmatively represent to the City that my spouse's health insurance coverage is in full force and effect and that I am now covered under that plan of insurance. A copy of a certification of coverage from my spouse's health insurance carrier is annexed hereto.
  4. I presently know of no condition or circumstance by which my spouse's health insurance carrier would deny me coverage (e.g. divorce, pre-existing condition, etc.).
  5. I understand that the City of Schenectady will have no responsibility for medical expenses incurred by me or members of my family during the period covered by this agreement.
  6. In the event that my spouse's insurance is terminated, for any reason, I agree to notify the City of Schenectady, Department of Finance, in order to restore my health insurance coverage as soon as possible under the terms of the plan. In such event, my quarterly payments shall cease and I will not receive a pro rata payment.
- \_\_\_\_\_



## Police Cost Schedule

Employees hired on or after January 1, 1995, shall contribute a portion of the cost of the above health and dental insurance in the following ratio:

	<u>City</u>	<u>Employee</u>
1st year of employment	50%	50%
2nd year of employment	60%	40%
3rd year of employment	70%	30%
4th year of employment	80%	20%
5th year of employment	90%	10%
6th year of employment	100%	0%

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MAY 17 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

Final: 3/24/03

**MEMORANDUM OF AGREEMENT***Between***CITY OF SCHENECTADY***and***SCHENECTADY POLICE BENEVOLENT ASSOCIATION**

The City of Schenectady (the "City") and the Schenectady Police Benevolent Association ("PBA") are parties to a Collective Bargaining Agreement for the term January 1, 1997 through December 31, 1999, together with the Opinion and Award of Arbitrator Thomas Rinaldo in PERB Case No. IA200-011 covering the fiscal years 2000 and 2001 (collectively "the Agreement"). The City and PBA wish to modify the Agreement, as follows:

1. **Wages:** Appendix A shall be amended to reflect wage adjustments as follows:

- (a) Effective January 1, 2002: 2%
- (b) Effective January 1, 2003: 3%
- (c) Effective January 1, 2004: 3%
- (d) Effective January 1, 2005: 4%
- (e) Effective July 1, 2003: add an additional 1-1/2% of the top grade Patrolman's rate to salaries for all members assigned to the Investigative Services Bureau and Professional Standards Unit as well as all members holding the rank of Lieutenant ( no duplication) (delete the current "Investigator \$300.00 above Patrolman" language)

*ISB  
Sarge*

2. **Article XI, Paragraph 4 (Overtime and Call-Back)**, paragraphs C and F shall be amended as follows:

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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*MM*

*Final: 3/24/03*

C. Paragraph C shall be amended at line 3 by changing the phrase "at least eight hours" to "at least 24 hours".

F. Paragraph F shall be amended by deleting the phrase "5<sup>th</sup> year of employment - 100 hour cap" and changing 4<sup>th</sup> year of employment from 120 to 144.

G. The Chief or his designee may grant exceptions to the above restrictions on the use of compensatory time.

3. *Appendix B, Section 13.3A, "Sick Leave Procedure"* (p. 32) shall be amended at page 33-34 with respect to the catastrophic bank, such that paragraphs 3 and 4(b) shall be amended to read as follows:

3. An employee will be credited with a catastrophic sick leave bank upon initial employment in the amount of 150 days. The bank will be reduced by five (5) days on each anniversary date of employment.

4(b) An employee must use his own sick leave credits or other leave credits for the first ten (10) working days of absence. If the employee does not have sufficient leave credits, he will be advanced sick leave credits to the extent necessary to make up the first ten (10) work days of sick leave for a catastrophic illness or injury.

4. *Article XI, Section 5, "Uniforms"* (p. 12). The City will change the uniform shirt for all uniformed personnel from light blue to navy blue, and shall provide two (2) long-sleeve and two (2) short-sleeve navy blue shirts to members assigned to the Field Services Bureau. In addition, the City will also provide one (1) long-sleeve and one (1) short sleeve navy blue shirt to all other members. The City shall provide the long-sleeve shirts no later than two weeks before the winter uniform assignment begins. The City shall provide the short -sleeve shirts no later than two weeks before the summer uniform assignment begins.

5. *Article XI, "Wages and Other Economic Provisions"*, at Section 4C(i) (p. 11), shall be deleted and replaced with the following:

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(i) Compensatory time shall be limited to: three such members when platoon strength is 23 members or less; four such members when platoon strength is 24 to 30 members; and five such members when platoon strength is 31 or more members. Additional compensatory time may be granted on such days/platoons which have vacation days unfilled, to a maximum of the number of vacation days available, plus the above compensatory time maximums, minus one. Platoon strength members shall mean members assigned to the patrol division, police officer rank, excluding DARE, School Resource Officers, K-9 assignment of 8:00 PM to 4:00 AM, the traffic enforcement assignment of 8:00 PM to 4:00 AM, and other assignments agreed to by the employer and the PBA. Such platoon strength numbers shall mean positions budgeted by the City for the Department's Table of Organization, in Patrol, not the actual number of members assigned, except that positions held by members not working in their assignments due to long-term disabilities shall be excluded upon mutual agreement of the parties.

Compensatory time may also be granted on an emergency basis by the Platoon Commander and/or the Chief or the Chief's designee.

All compensatory time shall be granted in the order in which it is requested, except requests may not be made more than thirty (30) days in advance.

6. Members assigned to the Patrol Division shall be entitled to "work swaps" (the exchange of working days) in accordance with the procedures which shall be mutually adopted by the parties.

7. Article XIII, "Insurance and Related Benefits", shall be amended as follows:

A. The employer shall provide hospitalization and medical coverage for each employee and his/her dependents. The employee shall be given a choice of health insurance coverage from the following plans:

The City of Schenectady Indemnity Plan with benefit levels in effect as of October 1, 2000.

Mohawk Valley Plan (MVP) Co-Pay 10+

Capital District Physicians Health Plan (CDPHP) Premiere 10

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B. For employees on the payroll of the employer, the City may change the current health indemnity benefit on January 1<sup>st</sup> of any calendar year to the New York State sponsored "Empire Plan" with medical and psychiatric enhancements.

C. The employer agrees to provide fully paid health insurance with coverage equivalent to the plan(s) presently in effect for retired members and their families.

D. Effective January 1, 1995, members of the Department who opt not to be covered by the health insurance program will receive thirty-five percent (35%) of the reduced cost to the City as a result of the member opting out of the health insurance plan, which payments shall be made on a prorated basis quarterly throughout the year. Proof of coverage through another health insurance program will be required of an officer electing to take this benefit. If the member's alternative coverage is terminated he shall be entitled to coverage under this Article. Additionally, members shall be entitled to coverage under this Article upon opting in at the annual window period. The waiver/buyout form, attached as Appendix E, must be completed by the member.

E. Effective April 1, 2003, the health plans offered by the City shall be amended as follows:

(a) The City of Schenectady Indemnity Plan will have its annual deductibles increased from \$300.00/\$600.00 to \$400.00/\$800.00.

(b) The Mohawk Valley Plan (MVP) shall be Co-Plan 15+.

(c) The Capital District Physicians Health Plan (CDPHP) shall be Premier 15.

F. Effective April 1, 2003, prescription drug coverage provided through the City's indemnity plan and CDPHP HMOs shall be \$10.00 for a generic fill and \$20.00 for a brand name fill. MVP prescription drug coverage shall be \$5.00 for a generic fill and \$20.00 for a brand name fill. Effective January 1, 2002, in the event a member enrolled in MVP incurs out-of-pocket expenses on drug co-pays, the City shall reimburse such member the full amount incurred, in excess of \$150.00 (individual). The City shall also reimburse members enrolled in MVP for out-of-pocket

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expenses on drug co-pays in excess of \$300.00 (two family members) and \$450.00 (three or more family members).

8. The Agreement shall be amended by adding a Drug and Alcohol Testing Policy, as attached hereto as Exhibit "A."

9. *Article XX, "Procedure for the Administration of Section 207-c of the General Municipal Law"* (p. 26) shall be modified by adding "a copy of the only authorization which a member shall be required to sign is attached hereto as Appendix "D" and made a part hereof."

In addition the following section shall be added to the procedure:

No employee who is on a 207-c injury leave shall be eligible to earn overtime unless they are assigned to light duty and work beyond their normal work hours.

10. *Article XV* (p. 21) shall be modified by adding a new Section 6, which shall provide that:

In the event that a member attends training pursuant to Article XV, Section 2 or Section 4, one-way travel distance of 30 miles or less from Schenectady Police Department ("SPD") Headquarters will not be counted as time worked for overtime purposes. For training locations which are greater than 30 miles from SPD Headquarters, the time spent in traveling from SPD Headquarters shall be added to the time that is actually spent by the officer in the training (including meal time which is inclusive of the training session) and any hours over eight (8) shall be paid to the member in accordance with Article XI, Section 4 (Overtime Rate).

11. *Article XIV* (p. 21) shall be modified by the addition of a new Section I:

The provisions of Article XIV, Sections D and H shall not be applicable to the following assignments: Public Information Officers (PIO), Field Training Officers (FTO), and the Professional

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Standards Lieutenant (PSU). The FTOs shall be bid by the City by Departmental bid and selected by the City after all members who bid for the assignment have been given an opportunity to submit their qualifications to a panel for review and granted the opportunity for an interview with the Panel. The Panel, which shall review the members' submissions shall consist of two individuals selected by the Chief and one member selected by the PBA. Notice of the PIO positions shall be posted by the City. The Chief shall assign one (1) or more of the members who express written interest for the PIO positions. Members assigned to the PIO positions may be rotated out by the Chief and will retain their then-current full-time assignment (it is contemplated that the PIO assignment will be part-time and in addition to the main assignment of the individual(s) involved. The PSU Lieutenant's position shall be posted by the City for Lieutenants. The Chief shall assign one (1) of the members who express written interest for the assignment. In the event a member is rotated out of the position by the City, he shall be permitted his bumping rights (choose Lieutenant's assignment by seniority).

12. *Article XVI* (p. 22) shall be modified by adding a new Section C (and re-lettering the existing Section "C" as "D"), which shall provide that:

The above provisions of Article XVI, Section B shall not be applicable to the PIO, FTO and PSU Lieutenant Assignments, which shall be filled in accordance with Article XIV, Section I.

13. *Performance Evaluations.* The parties shall adopt by mutual agreement a Performance Evaluation Procedure, which shall be utilized to assess the member's performance. Said procedure shall provide for a Committee of members with the appropriate training to train the people who will be evaluating the members of the PBA's bargaining unit. In the event the parties have not mutually adopted the Performance Evaluation Procedure by September 1, 2003, either party may declare impasse in accordance with the procedures of Section 209 of the Taylor Law.

14. The PBA acknowledges the City desire to have the Department accredited in accordance with State mandated procedures and guidelines. The PBA shall be entitled to appoint

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a minimum of one (1) member to the City's Accreditation Panel. Any dispute between the City and the PBA, which the PBA claims is a mandatory subject of bargaining and upon which the parties cannot agree shall be referred to the Public Employment Relations Board and resolved through the Med/Arb process. The individual assigned to the Med/Arb process will initially determine whether the matter is a mandatory subject of bargaining if the parties cannot agree. The parties will be bound by the determination of the Med/Arb designee.

15. The PBA will withdraw its grievance relative to the application of the Collective Bargaining Agreement as it relates to final average salary for Tier 2 employees.

16. Appendix B at line 12 will be amended by deleting the word "will" (require certification) and replacing it with "may" (require certification). In addition add the following paragraph to Appendix B, 13.3A:

7. All members, hired after January 1, 1995, will be allowed eight days of non-duty connected illness or injury in one calendar year without the need for certification. All days in excess of eight, in a calendar year, for non-duty connected illness or injury, may require certification by the police surgeon as to the nature of the illness or injury and the member's resulting inability to perform his regular duties.

17. The term of the Successor Agreement shall be January 1, 2002 through December 31, 2005.

18. Conform dates to term of contract where applicable.

19. Except as specifically modified herein, the current contract between the parties shall be continued without change.



*Final: 3/24/03*

20. The PBA and the City acknowledge that this Memorandum of Agreement is subject to ratification by the membership of the PBA and the City Council.

**AGREED TO THIS \_\_\_\_ DAY OF MARCH, 2003.**

**CITY OF SCHENECTADY**

**SCHENECTADY PBA**

By:

\_\_\_\_\_  
Albert P. Jurczynski, Mayor

By:

\_\_\_\_\_  
Anthony Brown, President